

MASTER CONTRACT

Between

**PLEASANT VALLEY
EDUCATION ASSOCIATION**

And

**THE PLEASANT VALLEY
COMMUNITY SCHOOL
DISTRICT**

2006-07

TABLE OF CONTENTS

	<u>Page</u>
Article I Recognition	1
Article II Dues Deductions	1-2
Article III Grievance Procedure	2-4
Article IV Teacher Evaluation Procedures	5-7
Article V Seniority and Layoff Procedures	7-8
Article VI Leaves	8-11
Article VII Safety - Health	11
Article VIII Rights	12
Article IX Insurance	12-13
Article X Transfers	13-15
Article XI Wages and Salaries	15-17
Article XII Schedule of Days of Service, Hours, and Holidays	17-18
Article XIII Supplemental Duties	18
Article XIV Compliance and Duration	19
Exhibit A Salary Schedule	20
Exhibit B Extra Duty and Pay Schedules	21-23
Exhibit C Phase II Covenant	24
Exhibit D Direct Deposit Agreement	25-27
Exhibit E Interest Based Bargaining Level II Waiver	28
Exhibit F Memorandum of Understanding, Seniority Calculations	29
Exhibit G Memorandum of Understanding, Health Benefit Reserve Policy	30-32

ARTICLE I

RECOGNITION

- 1.1 The Board, on behalf of the District, recognizes the Association as the exclusive bargaining representative for those employees of the District within the bargaining unit description decided and ordered by the Public Employment Relations Board on the 7th day of May, 1975, and as certified by the Public Employment Relations Board on the 13th day of June, 1975, said description being as follows:

"INCLUDED: All classroom teachers including but not limited to those who may have the following titles; team or core leaders, driver education teachers, special education teachers, resource teachers, remedial reading teachers, work study teachers, counselors, and librarians."

"EXCLUDED: Non-professionals, nurses and all others excluded by Section 4 of the Act."

The reference to said Act being to Chapter 20, Revised Statutes, State of Iowa (1975), hereinafter styled "the Act".

- 1.2 The Association recognizes the Board as the statutory governing body of the District, within the meaning of Paragraph 2, Section 3, of the Act.
- 1.3 Hereafter, the term "employee" shall mean and refer solely to those professional employees of the District who are represented by the Association as described in 1.1.
- 1.4 The term "Board", as used in this agreement shall mean the Board of Education of the Pleasant Valley Community School District or its duly authorized representative.

ARTICLE II

DUES DEDUCTIONS

- 2.1 Authorization - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent or the Superintendent's designee an authorization for payroll deduction of Association dues. Such authorization may be revoked at any time upon thirty (30) days written notice to the employer's payroll department and the Association.
- 2.2 Regular Deduction - Upon receipt of an appropriate written authorization by the employee, the Employer will begin deductions on the first payroll period in September and deductions will be made on a monthly basis for no longer than ten (10) months thereafter. The amount of the deduction will be determined by the Association and submitted to the payroll department.

- 2.3 An employee must authorize said deduction before or on the seventh day of September if employed on or before September 1st. An employee first employed after September 1st must authorize said deduction within fifteen (15) calendar days following the beginning of such employment.
- 2.4 Transmission of Dues - The District shall transmit to the Association monthly, within ten (10) days from the time of deduction, the amounts so deducted. At the time the District transmits the first monthly deduction, it will also send a list of names and employees for whom deductions were made. With each subsequent monthly membership dues remittance, the District will make notations of additions or deletions from the original list.
- 2.5 Other Payroll Deductions - Payments of annuities and insurance, Credit Unions, and United Way may be deducted from employee salaries provided that a written authorization is filed with the Chief Financial Officer. New applications and changes will be processed during the months of October, February, and May if application is made before the first of each said months for annuities and the Credit Unions. No employee may change the amount to be deducted for annuities and credit unions during any other time.
- 2.6 Liability and Errors - Any errors regarding dues deductions shall be immediately reported by an employee to the payroll department and to the Treasurer of the Association. The Association agrees to hold the Employer harmless against any claims or liability arising out of the operation of this article, excepting any claims or liability resulting from errors of the Employer or its agents or representatives.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 Definition - A "grievance" is a claim by an employee or the Association that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.
- 3.2 Grievant - A "grievant" is the person or the Association filing the grievance.
- 3.3 Grievance Processing - It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- 3.4 The grievant may be represented at all levels of the grievance procedure by himself, or at his option, by a representative or representatives selected or approved by the Association. The appropriate immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievant procedure.
- 3.5 Procedure - Any grievance shall be processed in the following manner:
- Level I. The grievant shall attempt to resolve the grievance informally, within 21 days of its occurrence or awareness, by informal discussion with the appropriate immediate supervisor.

The appropriate immediate supervisor will reply orally to the grievant within 5 working days after discussion of the grievance.

Level II. If, after discussion with the grievant's appropriate immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate immediate supervisor within five (5) working days after receipt of the appropriate immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. At this point, a grievance resolution team (GRT) consisting of three members appointed by management, including the superintendent, and three members appointed by the association, including the association president, will be convened to attempt to resolve the grievance. One member from management and one member from the association will serve as the facilitator or recorder as agreed upon by the team. All members of the GRT will have been trained and be competent in the interest based problem solving process used in negotiations. The grievant and appropriate immediate supervisor will not be part of the GRT but they are expected to meet with the GRT when necessary in order to provide information and to otherwise assist the GRT in its efforts to secure a resolution of the grievance locally through an interest based problem solving process.

The GRT shall meet within 10 working days of receipt of the written grievance and shall issue a report within 20 working days of the team's first meeting. It is the purpose of this team to review the history and facts surrounding the grievance. The grievance resolution team will use this information and problem solving process to attempt to resolve the grievance. The GRT may utilize the critical friend from IBB. The GRT will make a recommendation of resolution or report a lack of consensus in writing to the association president and superintendent within five working days of the final meeting of the GRT. The written report shall also include a copy of the written grievance, history, facts, and documentation reviewed by the GRT. This report, if there is consensus, shall be the response to the written level II grievance to the grievant and the appropriate immediate supervisor. If there is not consensus, the supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written report from the GRT.

Should a grievance proceed to arbitration, the written report of the GRT will be submitted as a joint stipulation. If an Association or District member of the GRT provides testimony in a subsequent grievance hearing, no testimony will be provided regarding offers of settlement or options for resolution of the grievance that were developed during the GRT step of the grievance procedure.

Prior to convening of a GRT for those grievances arising from Article 8.2 (Employee Rights) or Article IV (Teacher Evaluation Procedures), the grievant and involved supervisor(s) must each complete their own interest based level II waiver which affirms the following to the Association and District:

- a. That the grievant and involved supervisor(s) voluntarily elect to submit the grievance to the GRT Process;

- b. That participation by the grievant and involved supervisor(s) in the GRT Process will not give rise to any claims whatsoever by the grievant or the involved supervisor(s) against the participants in the process, including the Association and the Association's representatives as well as the District and the District's representatives. It is understood that lack of consensus by the GRT will result in a written answer by the grievant's appropriate supervisor and that said written answer may be appealed to Arbitration by the grievant, subject to the approval of the Association. Also, a decision of a grievant and/or involved supervisor(s) not to utilize the GRT for an 8.2 or Article IV grievance will necessitate a written answer to the grievance by the appropriate immediate supervisor within (5) working days of when the grievant submitted the grievance in writing in accordance with timelines set forth in Level II. The supervisor's written answer in this instance could also be appealed to arbitration, subject to the approval of the Association.

Level III. Grievances not settled at Level II of the grievance procedure may be appealed to arbitration by the Association by written notice of a request for arbitration, submitted to the Superintendent or the Superintendent's designee, within ten (10) working days of receipt of the GRT report in Level II. Within five (5) working days of receipt of such request, representatives of the Employer and the Association shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Association, grievances involving similar facts, issues, and contract provisions shall be consolidated for hearing and determination. The Employer and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

- 3.6 The failure of any employee or the Association or its representatives to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representatives to answer the grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further, any such time limits may be extended by mutual agreement.
- 3.7 No reprisals - No reprisals of any nature shall be taken by the Board of Education or school administration against any grievant or his representatives because of their participation in the grievance procedure.

ARTICLE IV
TEACHER EVALUATION PROCEDURES

- 4.1 Administrative Evaluation Procedures - The administrative staff shall continuously evaluate the services of professional personnel according to the Iowa Teaching Standards and Criteria. Evaluations shall be submitted in writing to the Superintendent of Schools in such manner and at such times as may be determined by the Board of Directors and the Superintendent of Schools. Probationary employees will be formally observed at least twice every year culminating with a summative evaluation at the conclusion of the probationary period. Non-probationary employees will be formally observed and evaluated at least once every three years.
- 4.2 Within three (3) weeks after the beginning of the school term, the principal and/or a member of the administrative staff shall advise each teacher of the evaluation procedures and instruments to be used. As part of this orientation, the principal and/or a member of the administrative staff shall inform each employee of the administrator(s) who will do their observations. No formal evaluation shall take place until such orientation has been given. If a teacher is employed to begin work after the start of the school term, the three weeks referred to in the first line of this paragraph shall commence on the first day of employment.
- 4.3 A formal observation will be at least twenty (20) minutes in length. The administrator will have a conference with the teacher following each formal observation within ten (10) school days of the observation. The administrator will complete the Professional Pathways Observation Feedback form and communicate in writing any suggestions for improvement following each formal observation.
- 4.4 For probationary employees, there shall be a minimum of two formal observations made before the completion of the summative evaluation. For non-probationary employees, there shall be a minimum of one formal observation before the completion of the performance review. The administrator shall provide a copy of the observation feedback form and notice of the date and time of the conference at least two (2) working days prior to the conference.
- 4.5 The summative evaluation or performance review conference must be completed by May 1. If the employee disagrees with any aspect of the summative evaluation or performance review, the employee may submit a written reaction within five (5) school days of receipt of the summative evaluation or performance review. The written reaction shall be attached to the file copy of the summative evaluation or performance review in question. Both parties must sign the summative evaluation or performance review and reaction.

A non-probationary teacher shall have the right to grieve all evaluations. Any grievance to an evaluation after a recommendation for termination has been made shall not be processed. Probationary teachers within their first two years of teaching or probationary teachers new to the district from outside the state of Iowa may not grieve evaluation language related to job performance or retention. If a beginning teacher is not recommended for licensure, that teacher may appeal to an adjudicator.

- 4.6 Formal and informal observations by the evaluator and collection of evidence by the teacher and evaluator to demonstrate attainment of the Iowa Teaching Standards shall be used to complete the summative evaluation or performance review.
- 4.7 After a formal observation or feedback conference has taken place in which specific suggestions for improvement were made, no additional formal observation may normally take place for five (5) school days.
- 4.8 This district's evaluation process includes a formal assistance plan designed to assist Professional Pathways II teachers whose job performance is not meeting district expectations or lacks consistency relative to the Iowa Teaching Standards. The plan is comprised of an Awareness Phase and an Intensive Assistance Phase.

If an evaluator's observation (formal or informal) of any staff member indicates a performance problem related to district expectations in the context of the Iowa Teaching Standards and Criteria, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the Awareness Phase of the Assistance Plan. The staff member may request a representative to attend the meeting. A third party resource may also be invited to attend this meeting if this is acceptable to both the staff member and the evaluator. During this meeting, the evaluator will convey to the staff member, the specific behaviors that do not meet the district's expectations in the context of the Iowa Teaching Standards and Criteria. The evaluator and the staff member, together, will then complete the Professional Pathways Awareness Assistance Plan. The length of the Awareness Phase shall be no less than one month and no more than three months. At the conclusion of this phase of the Professional Pathways Assistance Plan, the administrator shall make one of the following decisions: a) Return the staff member to Professional Pathways II; b) Retain the staff member in the Awareness Phase for a single additional period of one to three months; c) Move the staff member into the Intensive Assistance Phase. At the conclusion of a successful awareness assistance phase, the written awareness assistance plan will be destroyed.

If, in the judgment of the administrator, the Awareness Phase does not result in a staff member's satisfactory and timely progress toward meeting the Iowa Teaching Standards and Criteria, the administrator will communicate in writing that the staff member is to be placed into the Intensive Assistance Phase. The Intensive Assistance Phase will begin with a formal meeting between the administrator and the staff member. The staff member may request a representative to attend the meeting. The administrator may also request the presence of a third party. During this meeting, the administrator will convey to the staff member, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and Criteria and will review jointly collected documentation supporting this conclusion. Also during this meeting, the staff member and the evaluator will develop an Intensive Assistance Plan. With the agreement of the staff member or at the request of the staff member, the Intensive Assistance Plan may call for the creation of an Intensive Assistance Team with members who have experience or expertise in the performance area(s) in which the staff member is in need of improvement. The Intensive Assistance Team will be comprised of three members: one chosen by the staff member, one by the administrator, and the third with the mutual consent of both parties. The length of the Intensive Assistance Plan may not be for less than three regular school session months nor for more than six regular school session months. The Intensive Assistance Plan may be extended for up to one additional year upon the recommendation of the administrator. With a recommended extension, an updated or

modified Intensive Assistance Plan will be written. After the Intensive Assistance Plan has been completed, if the problem is resolved, the staff member will be removed from the Intensive Assistance Plan. If the problem is not resolved, actions will be taken by the district to move toward a recommendation for non-renewal of contract. Intensive Assistance plans will be placed in the employee's personnel file.

- 4.9 Employees shall have the right during their non-working time to review and reproduce the contents of their personnel file, excluding confidential job recommendations. An employee's personnel file(s) shall be available for the employee's inspection. A representative of the Association, at the employee's request, may accompany the employee in this review. The employee shall have the right to respond to all materials contained in his/her file, which responses shall become a part of his/her file. Copies of any materials, excluding confidential job recommendations, physical reports, absenteeism reports, contract and addendum's, which are placed in his/her personnel file are to be promptly provided to the employee.
- 4.10 Individuals in a 7-12 head coaching position will be evaluated at least once each year. Individuals in 7-12 assistant coaching positions will be evaluated at least once every two years. The athletic director will inform all coaches of the sport(s) they will be evaluated in by September 15. (Exception: coaches hired during the school year.) The evaluation process must be concluded with a conference within two (2) weeks after the last competition in the last assignment.

ARTICLE V

SENIORITY AND LAYOFF PROCEDURES

- 5.1 For the purpose of this Article, seniority shall be defined as the number of years of continuous service in the Pleasant Valley Community School District. Extended leaves taken after the 1976-77 school year shall not be counted for seniority purposes, with the exception of military leaves.
- 5.2 Employees shall be classified as follows:
Pre K-12 (Art, Physical Education, Instrumental Music, Vocal Music, Media, Guidance, and Chapter One/Remedial Reading.)
Pre K-6th Grade (includes TAG and Science)
Other Elementary Special Subject Areas
Junior High by Department
High School by Department
- 5.3 Layoffs shall be made from each classification. The employee with least seniority within the classification will be laid off first. When an employee transfers from one classification to another, he/she keeps all accumulated seniority in the previous classification and starts accumulating from 0 in the new classification. If a layoff occurs in the new classification, the employee would retain bumping rights in the previous classification. One year of 1/2 time equals 1/2 year of seniority. Other fractions shall be treated in a like manner.
- 5.4 If employees have equal seniority, then the determination of which employee will be laid off will be made by administrative evaluation.

- 5.5 Employees with temporary certification will be laid off before employees with permanent certification.
- 5.6 A list showing the names of employees who have been laid off or who have been recalled will be made available in the Superintendent's office and provided to the Association. The District shall also furnish a list of employees, by classification, with their respective seniority and endorsements. If any deviation is made from seniority, an explanation will be made upon request.
- 5.7 An employee who is notified that he/she is to be assigned to an open assignment or is to be assigned to replace a junior employee for the following school year through the operation of this Article must notify the Superintendent within 30 calendar days whether or not the change in assignment will be accepted. Failure to accept the change will be treated as a decision to resign.
- 5.8 Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement, shall have his/her seniority accumulated and re-established.
- 5.9 Any employee laid off pursuant to the policy shall have recall rights to any vacant position in reverse order of layoff in the classification in which he/she was laid off. In addition, laid off employees who become or are certified for other classifications beside the one in which they are laid off, shall be recalled to a vacant position provided that the employee notifies the Superintendent 60 days prior to a recall that he/she is so certified for and provided that no employee on layoff has recall rights to that classification. Recall rights are broken if the employee fails to keep his/her address known, or fails to respond to a recall notice within 14 days of receipt. Employees not recalled for a period of over three (3) school years shall lose their recall rights. The school year for purposes of this article begins on July 1.
- 5.10 Laid off part-time employees only have recall rights to a positive equivalent to their maximum time position in the district (i.e., 1/2 time to 1/2 time).
- 5.11 Laid off full-time employees may defer recall to a part-time position and maintain eligibility for a full-time position during the remainder of their recall period.

ARTICLE VI

LEAVES

6.1 Employee Leave

- 6.11 Sick Leave - At the beginning of each year of service, a total of fifteen (15) days of current personal sick leave allowance shall be credited to each employee's record. Unused personal sick leave shall accumulate, with each paycheck showing the accumulation. In order to be eligible for such leave, the employee must notify the employee's immediate supervisor as soon as possible as well as the Central Office Phone-In System or by the prescribed procedure. An employee must, per request, present reasonable evidence of his/her illness.

If an employee exhausts his/her sick leave prior to becoming physically and/or mentally fit to return to employment, the employee shall, upon written request, be granted an extended leave of absence without pay. Such extended leave will continue until the employee is physically and mentally fit to return to work or until two (2) years from the beginning of the employee's sick leave, whichever occurs first.

- 6.12 Personal Leave - Personal Leave shall be defined as absence from work for personal reasons. An employee wishing to take personal leave shall notify his/her principal at least one (1) day in advance, except in cases of an emergency. Two (2) days per year of personal leave with pay shall be granted all employees. Personal leave is to be used for legitimate reasons; not for a day off, to extend vacations or weekends which are three or more days in length, and not for use in employment in another job, either for another person or self-employment.

Exceptions to using personal leave to extend vacation periods or weekends which are three or more days in length may be given consideration upon the superintendent receiving a written request stating the reason for the personal leave. The final decision for granting such a request will be at the superintendent's discretion.

The Board has the right to require reasons if there are suspected abuses of the aforementioned; failure of the employee to provide a satisfactory reason will result in the denial of the personal day.

6.2 Family Leave

- 6.21 Up to ten (10) days per year shall be granted each employee for critical illness or death in the immediate family. Immediate family shall include the parents, siblings, spouse, and children by blood, marriage and adoption.

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family.

- 6.22 Up to five (5) days total per year shall be granted each employee for non-critical illness in the immediate family and/or critical illness or death in the non-immediate family. Non-immediate family shall include aunts, uncles, cousins, nephews, nieces, grandparents, and grandchildren by blood, marriage, or adoption.

- 6.23 Guidelines for the granting of said leaves shall include the establishment of facts following the illness or death in the employee's family.

- 6.24 The state of being an infant or child requiring the attention of an adult is not of itself an illness.

- 6.25 To be granted the leave, the employee must notify his/her immediate supervisor as soon as possible.

- 6.26 A parent of a newly born infant or adopted child shall receive an unpaid leave of absence subject to the terms and conditions of The Family and Medical Leave Act of 1993. An extension of the leave granted under The Family and Medical Leave Act of 1993 will be granted subject to the following conditions:

The employee must have been employed in the District a minimum of three (3) years before applying for the extended leave.

After receiving the extended leave, the employee is entitled to apply for one additional leave provided he/she has been employed for a minimum of three additional years in the District after receiving the first leave.

The employee must notify in writing the employee's building principal at least 120 calendar days prior to the anticipated or desired beginning of such extended leave. The notice should specify the amount of leave to be taken and the date or expected date of the extended leave. An extension of such leave will be granted on the same basis as the original leave and will be considered a part of the original leave. Total leave, including extension, shall not exceed two (2) years.

The extended leave must be for a school semester, a school year, a school year and another semester, or two school years, except that the time remaining in the school semester during which the infant or infants was/or were born may be taken as leave as well. The extended leave taken cannot be another than the leave specified. All extended leaves must be continuous.

The above provisions for extended leaves shall apply to cases of adoption provided the infant or infants adopted are pre-school age. Notification to the employee's immediate supervisor must be thirty (30) days prior to the anticipated or desired beginning of such extended leave.

- 6.27 Unpaid emergency leave will be granted subject to the terms and conditions of this contract article and The Family and Medical Leave Act of 1993.

- 6.3 Association Leave - Up to eighteen (18) school days paid leave shall be available at the discretion of the Association for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations

- 6.4 Educational Leave - Upon written notice to the Superintendent on or before March 1st, an employee with four (4) years service in the District shall be granted a leave of absence without pay of up to two (2) years for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Half time leaves or leaves shorter than one year will be granted only upon approval of the Superintendent. A maximum of three (3) such leaves (a maximum of two (2) in any classification) will be granted in any one school year, and if there are more applications than such maximum, leaves will be granted by seniority.

- 6.5 Public Office Leave - A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff, or a leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, or for the purpose of campaigning for, or serving in, a public office.
- 6.6 Jury Service and Judicial Proceedings - An employee called for jury duty or subpoenaed in any judicial proceeding during school hours and who so serves shall receive the difference between the jury fee or the witness fee, if any, and the pay the employee would otherwise have received. The employee must notify the employee's immediate supervisor in writing as soon as the employee learns he/she is to so serve.
- 6.7 Military leave - Military leave will be provided by the District in compliance with Federal and state laws.
- 6.8 An employee who has taken extended leave shall be reinstated and displace another employee in accordance with the provisions of Article V. The period of leave shall not count for seniority purposes, except for military leave. The employee shall retain experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave. A maximum of one (1) step will be allowed upon the salary schedule upon returning to the position if a successive school year has commenced and the employee had worked for at least ninety-four (94) days of service in the school year during which the employee began said leave.
- 6.9 Temporary leaves with or without pay and extended leaves without pay may be granted upon prior written request to and approval by the Superintendent.

ARTICLE VII

SAFETY - HEALTH

- 7.1 Safety - The employer shall comply with the Federal and Iowa Occupational Safety and Health Acts, as amended. Any safety or health claim of an employee or the Association, under either of said Acts, shall not also be subject to the grievance procedure set forth in Article III.
- 7.2 The District, as a condition of continuing employment, may require at any time reasonable evidence of the ability to perform assigned duties and freedom from communicable disease.

ARTICLE VIII

RIGHTS

- 8.1 Management Rights - The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operation and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.
- 8.2 Employee Rights - No employee will be disciplined or suspended, with or without pay, except for just cause.

ARTICLE IX

INSURANCE

- 9.1 All full-time employees and those part-time employees working 30 or more hours per week are eligible for the following district-provided insurance benefits:
1. Single or family comprehensive major medical with Preferred Provider Organization (PPO) and applicable deductibles and out-of-pocket maximums. Deductibles of \$250/single and \$500/family and out-of-pocket maximums of \$750/single and \$1,500/family effective April 1, 2000. All benefits subject to the provisions outlined in the benefit certificate. Coverage for annual physical exams was added to the health insurance policy effective April 1, 2000.
 2. Long-Term Disability insurance equivalent to that provided during the 1981-82 school year, except that coverage shall be increased from 60% to 66 2/3%.
 3. \$25,000 Group Life Insurance beginning September 1, 1988.
 4. Single or family dental insurance equivalent to Delta Dental Plan of Iowa I.
 5. Single medical and dental insurance coverage will be paid by the District at 100% of the costs for its eligible employees. Employees will pay the following percentage of the family medical and dental rates (premium equivalent):

7%	2003-04 Plan Year Rate
8%	2004-05 Plan Year Rate
9%	2005-06 Plan Year Rate
10%	2006-07 Plan Year Rate

Rates will be set each year based on the criteria set forth in the Pleasant Valley Community School District Health Benefit Plan Reserve Policy (see the Memorandum of Understanding in Exhibit G of the Master Contract).

6. In the event both a husband and wife are employed by the District and both are eligible for insurance benefits, the following provisions will apply:
 1. A husband and wife with no dependents will be provided separate single coverage policies according to Article 9.1.1 (medical) and Article 9.1.4 (dental).
 2. A husband and wife with dependents will be provided with one family coverage policy according to Article 9.1.1 (medical) and Article 9.1.4 (dental) with the exception that no employee contribution will be required under Article 9.1.5 (medical or dental).
- 9.2 The District is not responsible for limitations imposed by the carriers on insurance benefits due to the age of the employee.
- 9.3 Employees new to the District or returning from extended leave of absence shall begin comprehensive major medical insurance on September 1, or no later than one (1) month after initial employment or re-employment. Insurance coverage will run through August for all employees whose employment is not interrupted before the end of the school year.
- 9.4 Eligible employees on approved extended leave may elect continuing coverage at their expense.
- 9.5 Effective January 1, 1997, all certified employees who work 20 hours or more per week are eligible to participate in the IRS Section 125 Flexible Benefits Plan as follows:
 1. Pre-tax Premium
 2. Medical Reimbursement Accounts. Minimum contribution of \$180.00 and maximum contribution of \$2,400.00
 3. Dependent Care Reimbursement Account. Minimum contribution of \$480.00 and maximum contribution of \$5,000.00.

Enrollment is limited to one time per year prior to the January 1 anniversary date. Contributions to the Plan will be by payroll deduction as per Article 11.6 of the master contract.

ARTICLE X TRANSFERS

- 10.1 Definition - The movement of an employee to a different assignment, i.e., to a different grade level, subject area, or building, shall be considered a transfer. Movement to an extra duty position shall not be considered a transfer.
- 10.2 Notification of Vacancies - The following procedure will be followed in filling vacant assignments. A vacant assignment will only exist when there is an open assignment which needs to be filled and to which no employee has seniority rights as provided in Article V.

- 10.21 Vacancies Posted - The Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. The Superintendent shall mail a sufficient number of notices of vacancies that occur during the summer to the Association for distribution to those employees who request such notices.
- 10.22 Filing Requests - Within five (5) days from the posting in 10.21, employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Employees who file a timely request for transfer will be granted an interview if certified for the position. Unsuccessful applicants will receive written notification of denial of the request for transfer.
- 10.3 Year-end Transfers - In the determination of requests for transfer to vacancies occurring at the end of the school year to be filled for the following school year, the wishes of the individual employee, if qualified, and if approved by the administration, will be honored on the following basis:
- 10.31 If more than one qualified employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of:
- 10.311 First preference shall be given to those whose positions have been eliminated.
 - 10.312 If two (2) or more applicants for a transfer satisfy criteria 1, or if no applicants satisfy criteria 1, then the determination shall be based on seniority.
 - 10.313 If two (2) or more applicants have equal seniority, then the determination shall be based on the number of graduate hours earned and recognized for credit on the salary schedule.
 - 10.314 Successful service by any employee shall not be the basis for administrative denial or transfer.
 - 10.315 No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- 10.32 If an employee's request for such a transfer has been denied, a new request must be filed if the employee wishes to be considered for later transfer. A renewed or subsequent request for transfer for the school year following the school year for which the previous request had been denied, shall be granted under the conditions described above, unless there is not available position to which the employee can be transferred. An employee shall have the right to ask for a written explanation of why he/she was denied a transfer.

- 10.4 During School Year Transfers - Transfers to positions that become open during the school year will be granted at the discretion of the District.
- 10.5 Vacancies in summer employment shall be filled according to the provisions of Article X, Transfers.

ARTICLE XI

WAGES AND SALARIES

- 11.1 The pay of employees in the bargaining unit will be adjusted and paid to comply with the Salary Schedule attached as Exhibit "A" and the Extra Duty Payment Schedule attached as Exhibit "B".
- 11.2 Each employee shall be placed on his/her proper step of the Salary Schedule as of the effective date of this agreement and in accordance with paragraph 11.3 below. All employees shall be granted credit for a year of service, toward the next increment step for the following year. A year of service in the system shall consist of a school year in which the employee worked at least ninety-four days of service, including sick leave and in-service days.
- 11.3 Newly-hired employees will be placed on the salary schedule by recognizing their teaching experience outside the District. A year of experience will be a school year in which the employee worked at least ninety-four days of service, including any sick leave and in-service days.
- 11.4 Employees on the regular Salary Schedule shall be granted one (1) increment on the schedule for each year of service until the maximum for their educational classification is reached.
- 11.5 An employee shall be credited for repositioning on the Salary Schedule for additional education upon the terms and conditions set out below.
- 11.51 Any employee who plans to enroll in any course for this purpose must file written notification of enrollment with the Superintendent or his/her designated representative for his/her approval based on the requirements set out in 11.52. The Superintendent shall have not more than seven (7) calendar days to respond.
- 11.52 The employee must furnish satisfactory evidence of successful completion of the accredited course(s) in an accredited college or university by September 7. In the event of late issuance of transcript, satisfactory evidence to the Superintendent of completion of the course will be accepted. Credit must apply toward a graduate program or be related to the employee's assignment or field. Only graduate credits will apply to movement on the Salary Schedule. To receive credit for graduate hours past the master's degree, courses must have the approval of the Superintendent or be completed after requirement's for the master's degree have been met. Such credit shall be approved by the Superintendent and the employee shall receive credit toward an educational lane change on the Salary Schedule and any additional steps over the previous year, if provided on the Schedule.

11.53 Official transcript, grade card, or letter from the college or university registrar carrying the name of the course, the number of hours credit, the date of completion of the course, and bearing the signature of the registrar will be accepted as satisfactory evidence.

11.54 Repositioning on the salary schedule may be granted for credit received from in-district sponsored workshops. Such workshops will follow the same guidelines as graduate credit classes from an accredited institution. The following requirements must be met:

1. 15 hours of class time for every one hour of workshop credit.
2. Class project(s), test(s), paper(s) and/or classroom demonstration(s) that would indicate mastery of the workshop objectives.
3. Attendance at all class sessions.
4. Participants are required to pay a registration fee to cover the cost of the instructor.
5. The purchase of a book(s) and/or materials may be required and will be the responsibility of the participant.

Certified staff members applying for salary schedule movement for in-district workshops must submit an Application for Approval of Additional Academic Credits and/or In-District Movement on Salary Schedule form to the assistant superintendent for approval prior to enrolling in the class(es). These forms are available in the main office of each district attendance center. Approval for PV credit workshops will fall under Criteria #3 on the form.

Certified staff who have reached the end of their lane for movement on the district's salary schedule will have two options:

- a. Enroll in PV credit workshops and pay the enrollment fee. The district will then reimburse the enrollment fee (but not textbooks, materials, etc.), upon proof of successful completion of the workshop requirements.
- b. Pay the enrollment fee and accumulate the credit(s) for possible future movement on the salary schedule.

Participants in this category will need to decide between option a and b at the time of enrollment as changes will not be approved at a later date.

11.6 Regular employees will be paid in twelve (12) equal installments on the 25th day of each month. Employees will receive their checks at their regular building and on regular school days unless otherwise agreed to by the employee and the principal, except that when a pay date falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous working day. Employees may elect direct deposit payroll services according to the terms and conditions of the Direct Deposit Agreement (see Exhibit D). Direct deposit authorizations will be processed during the months of March and September if authorization is received before the first day of said months.

11.7 Employees employed for summer school or summer curriculum writing shall be paid \$19.00 per hour and shall be paid a single lump sum to be included on the employee's regularly scheduled payday following the end of the summer teaching term.

In addition, summer school employees regularly employed in the District may be eligible for sick leave at the discretion of the Superintendent. If sick leave is granted it will be deducted from their accumulated sick leave total.

- 11.8 Extended contracts are to be paid at a per diem rate of the teaching salary. This does not pertain to extra duties or summer school.
- 11.9 Part-time employees will be granted an additional step each year starting with the 1982-83 contract.
- 11.10 The Phase II distribution schedule index shall be the same as the salary schedule index.
- 11.11 An employee who has submitted a written request to the Superintendent on or before August 1st stating their retirement at the end of the current school year, and such request is approved by the Board of Education on or before August 25th, may elect to receive their last year's salary in ten equal installments beginning in September by providing a written request to the Chief Financial Officer on or before August 25th.

ARTICLE XII

SCHEDULED DAYS OF SERVICE, HOURS, AND HOLIDAYS

- 12.1 A maximum of one hundred and eighty seven days of service shall be required of all employees. New employees may be required to work an additional period, not to exceed two (2) days of orientation. Employees shall also receive seven (7) paid holidays as described below. Such one hundred and eighty seven days shall include a maximum of one hundred and eighty days of pupil attendance and seven in-service, record, or conference days. An employee may work extra days of service pursuant to work listed under Supplementary Pay, Exhibit B, under the procedure set forth in Article XIII.
- 12.2 The following shall constitute seven (7) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day, and President's Day or the Wednesday before Good Friday. No employee shall be required to work on any of the above holidays.
- 12.3 A day of service, unless an employee contract specifies duties in addition to the normal day of service (which duties are listed in Exhibit B under Supplementary Pay) or as may be agreed to by the Association and the District, shall consist of eight continuous hours, provided however:
 - 12.31 That the beginning and ending of such day and the beginning and ending of such lunch period at each building shall be specified in work rules; and
 - 12.32 That one-half hour of said day shall be a paid continuous and duty-free lunch period during which the employee may leave his/her building; and
 - 12.33 That the employee day shall end on Fridays fifteen (15) minutes after the time the students have been dismissed and left the building and on the school day preceding all holidays at the time students have been dismissed and left the building, and that the employee day shall begin no earlier than on other days of service.

- 12.34 If the District schedules faculty meetings or a part of such meeting outside of the normal work day, employee attendance shall be voluntary to such meeting or part of a meeting outside of the work day.
- 12.35 The employee day shall end, on a building by building basis, fifteen (15) minutes after students in that building are dismissed for weather-related early dismissals.
- 12.4 Days of service described in 12.1, exclusive of those related to Supplementary Pay, shall be scheduled in advance by the District. Employees may be required to work on days not so scheduled upon any of the following conditions:
- 12.41 If employees are not required to work on a previously scheduled day or days of work due to an emergency closing of the school, accident, unforeseeable event, act of God, inclement weather, or the like, employees may be required to work on a day or days not previously scheduled; provided however that the number of days employees are actually required to work shall not exceed the number set forth in 12.1; and provided further, that such previously unscheduled days on which employees are required to work as described in this provision (12.41) shall not be the holidays described in 12.2.
- 12.42 If the District determines, for some reason or on a basis different than that set forth in 12.41, that a change must be made in the scheduled days of service involving required employees to work on days not previously scheduled, that such change will be made only upon agreement with the Association.
- 12.43 Days of service shall not be scheduled on the Friday following Thanksgiving, December 23rd through January 2nd, and the Thursday before Good Friday.
- 12.5 Field trips shall be voluntary on the part of the employee and may be scheduled only at the direction of, or with the approval of, the principal or Superintendent.
- 12.6 The last day of the contract shall be an early dismissal day for students and a records day for teachers.

ARTICLE XIII

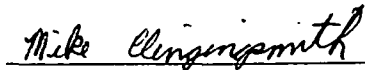
SUPPLEMENTAL DUTIES

- 13.1 The Board and the Association agree that supplemental duties as listed in Exhibit B are official school sponsored responsibilities. Employees signing original contracts providing for supplemental duties, or employees acquiring supplemental duties as a result of their initiative, shall be released from such duties by termination or mutual agreement. Employees assigned to supplemental duties by mutual agreement may resign such duties by written notification to the Superintendent prior to March 1. When employees request a release from an extra duty position, the employer will respond in writing to the status of their request within 20 calendar days.

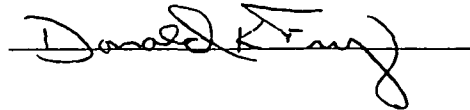
ARTICLE XIV
COMPLIANCE AND DURATION

- 14.1 Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.
- 14.2 Duration Period - This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.
- 14.3 Complete Agreement - This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the Agreement during its life.

FOR THE BOARD,
ON BEHALF OF THE DISTRICT



FOR THE ASSOCIATION



PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT

SALARY AND INDEX SCHEDULE
2006-07

EXHIBIT A

THE YEARS EXPERIENCE COLUMN IS TO DETERMINE INITIAL PLACEMENT. ALL EMPLOYEES SHALL BE GRANTED THE NEXT INCREMENT STEP FOR THE FOLLOWING YEAR IN ACCORDANCE WITH ARTICLE 11.2.

EMPLOYEES HIRED WITH 0-3 YEARS OF TEACHING EXPERIENCE WILL BE PLACED ON STEP 1-4 OF THE SALARY SCHEDULE AND WILL MOVE UP TO STEP 5 AFTER THEY HAVE COMPLETED THEIR FIRST YEAR OF EMPLOYMENT IN THE DISTRICT. AN EMPLOYEE HIRED WITH FOUR YEARS OF EXPERIENCE WOULD BE PLACED ON STEP 5, AN EMPLOYEE HIRED WITH FIVE YEARS OF EXPERIENCE WOULD BE PLACED ON STEP 6, ETC. TO THE TOP STEP OF A GIVEN LANE.

INDEX BASE = 25,650

YEARS EXPER	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30
1 - 4	29,498 1.150	30,780 1.200	32,063 1.250	33,345 1.300	34,628 1.350	35,910 1.400	37,193 1.450
5	30,780 1.200	32,063 1.250	33,345 1.300	34,628 1.350	35,910 1.400	37,193 1.450	38,475 1.500
6	32,063 1.250	33,345 1.300	34,628 1.350	35,910 1.400	37,193 1.450	38,475 1.500	39,758 1.550
7	33,345 1.300	34,628 1.350	35,910 1.400	37,193 1.450	38,475 1.500	39,758 1.550	41,040 1.600
8	34,628 1.350	35,910 1.400	37,193 1.450	38,475 1.500	39,758 1.550	41,040 1.600	42,323 1.650
9	35,910 1.400	37,193 1.450	38,475 1.500	39,758 1.550	41,040 1.600	42,323 1.650	43,605 1.700
10	37,193 1.450	38,475 1.500	39,758 1.550	41,040 1.600	42,323 1.650	43,605 1.700	44,888 1.750
11	38,475 1.500	39,758 1.550	41,040 1.600	42,323 1.650	43,605 1.700	44,888 1.750	46,170 1.800
12	39,758 1.550	41,040 1.600	42,323 1.650	43,605 1.700	44,888 1.750	46,170 1.800	47,453 1.850
13	42,066 1.640	42,323 1.650	43,605 1.700	44,888 1.750	46,170 1.800	47,453 1.850	48,735 1.900
14		44,631 1.740	44,888 1.750	46,170 1.800	47,453 1.850	48,735 1.900	50,018 1.950
15			47,196 1.840	47,453 1.850	48,735 1.900	50,018 1.950	51,300 2.000
16				48,735 1.900	50,018 1.950	51,300 2.000	52,583 2.050
17				51,044 1.990	51,300 2.000	52,583 2.050	53,865 2.100
18					53,609 2.090	53,865 2.100	55,148 2.150
19						56,174 2.190	56,430 2.200
20							58,739 2.290

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT
EXTRA DUTY PAYMENT SCHEDULE
2006-07

EXHIBIT B

Extra Duty Pay Schedule - High School

<u>Baseball</u>		<u>Soccer</u>	
Head Varsity	20%	Head Varsity Boys	15%
Assistant Varsity	12%	Assistant Varsity (2)	7%
Head Sophomore	11%	Head Varsity Girls	15%
Assistant Sophomore	9%	Assistant Varsity (2)	7%
<u>Basketball - Boys</u>		<u>Swimming</u>	
Head Varsity	25%	Head Varsity Boys	15%
Assistant Varsity	15%	Assistant	9%
Head Sophomore	13%	Head Varsity Girls	15%
Assistant Sophomore	11%	Assistant	9%
Head Freshman	11%	<u>Tennis</u>	
<u>Basketball - Girls</u>		Head Varsity Boys	14%
Head Varsity	25%	Head Varsity Girls	14%
Assistant Varsity	15%	Assistant (Co-Ed)	6%
Head Sophomore	13%	<u>Track</u>	
Assistant Sophomore	11%	Head Varsity Boys	16%
Head Freshman	11%	Assistant Varsity (3)	10%
<u>Bowling (Co-Ed)</u>		Head Varsity Girls	16%
Head	5%	Assistant Varsity (3)	10%
<u>Cheerleading</u>		<u>Volleyball</u>	
Head	8.5%	Head Varsity	16%
Assistant	6.5%	Assistant Varsity	10%
<u>Cross Country</u>		Head Sophomore	9%
Head Varsity Boys	14%	Head Freshman	8%
Head Varsity Girls	14%	<u>Wrestling</u>	
Assistant (Co-Ed)	6%	Head Varsity	21%
<u>Dance Team</u>		Assistant (3)	12%
Advisor (2 @ 2%)	4%	<u>Athletic Trainer</u>	
<u>Football</u>			
Head Varsity	25%	<u>Wellness Coordinator</u>	
Assistant Varsity (3)	15%		
Head Sophomore	13%	<u>Weight Room Supervisor</u>	
Assistant Sophomore (2)	11%	Total stipend for multiple (5)	
Head Freshman	11%	supervisors not to exceed	
Assistant Freshman (2)	10%		
<u>Golf</u>			
Head Varsity Boys	8%		
Head Varsity Girls	8%		
<u>Softball</u>			
Head Varsity	20%		
Assistant Varsity	12%		
Head Sophomore	11%		
Assistant Sophomore	9%		

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT
EXTRA DUTY PAYMENT SCHEDULE
2006-07

EXHIBIT B

Music, Drama, Speech, Sponsors, and Department Chairs - High School

<u>Instrumental Music</u>		<u>Vocal Music</u>	
Head Band Director	22.0%	Head	16%
Assistant Band Director	15.0%	Assistant	10%
Marching Instructor / Color Guard	3.5%		
Drum Line	3.5%		
<u>Orchestral Strings</u>		<u>Drama</u>	
Head	2%	Theater Director	16%
		Theater Tech Advisor	12%
		Assistant Vocal Music	5%
		Drama Accompanist	4%
		Drama Choreographer	4%
		Thespians	1%
		Drama Club	1%
<u>Organizations/Clubs</u>		<u>Speech</u>	
Newspaper	9%	Speech Advisor	4%
Yearbook	9%	Speech Large Group	4%
Assistant Publications	6%		
Social Committee	4%		
Student Council	7%		
National Honor Society	2%		
Art Club	2%		
Quill & Scroll	1%		
Academic Coach	4%		
		<u>Department Heads</u>	
		Four to Six Members	5%
		Seven to Nine Members (7)	6%
		<u>Class Sponsors</u>	
		Freshman	1%
		Sophomore	1%
		Junior	4%

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT
EXTRA DUTY PAYMENT SCHEDULE
2006-07

EXHIBIT B

Extra Duty Pay Schedule - Junior High/Elementary

<u>Basketball</u>				<u>Swimming</u>	
Boys Coaches (4)	7.5%			Head	5%
Girls Coaches (4)	7.5%			Assistants	3%
<u>Cheerleading</u>				<u>Track</u>	
Head	4%			Boys Coaches (3)	6%
Assistant	3%			Girls Coaches (3)	6%
<u>Cross Country</u>				<u>Volleyball</u>	
Head	5%			Girls Coaches (4)	6.5%
<u>Football</u>				<u>Wrestling</u>	
Head	9%			Head	9%
Assistants (7)	7%			Assistants	7%

Music, Drama, Speech, Sponsors, and Team Leaders - Junior High/Elementary

<u>Instrumental Music</u>				<u>Organizations/Clubs</u>	
Eighth Grade Band	4%			Newspaper	2%
Seventh Grade Band	2%			Student Council	2%
Elementary Band (2)	1%			Yearbook	3%
<u>Orchestral Strings</u>				Elementary Math Bee (4)	1%
Head (2% - JH, 8% - Elem.)	10%			Junior High Math Counts	4%
<u>Vocal Music</u>				<u>Activities Coordinator</u>	
Junior High	4%			Junior High	15%
Elementary (3)	1%			Elementary Science Camp at \$19 per hour for 12 hours beyond contract hours for science teachers and \$19 per hour for 8 hours beyond contract hours for non-science teachers.	
<u>Team Leaders</u>					
Junior High (5)	3%				
<u>Drama</u>					
Theater Director	3%				

PHASE II COVENANT
for
THE PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT
and
THE PLEASANT VALLEY EDUCATION ASSOCIATION

The Pleasant Valley Community School District and the Pleasant Valley Education Association agree to the following distribution formula for Phase II payment:

- I. Employees shall be placed annually upon an index schedule according to each's education and experience. Employees receiving Phase I supplements shall receive Phase II money equal to the difference between placement on the Phase II schedule and the Phase I supplement. In no instance shall employees receive both Phase I supplements and Phase II payments which total more than the Phase II schedule amount. See Appendix A.
- II. The base dollar amount of the distribution formula shall be determined annually on the third Friday in September by dividing the total Phase II Supplement by the total index points of all teaching personnel, excluding substitutes, on the distribution schedule.
- III. The total dollars for distribution shall be determined annually on the third Friday in September based upon the formula for payment from the state and any Phase II money remaining from the previous year that was not paid out due to staff changes resulting from resignation, termination, or unpaid leaves of absence.
- IV. The index points of teaching personnel shall be computed on the basis of full time equivalency (FTE) and less than full time employees' pay shall be prorated accordingly.
- V. Employees on unpaid leave shall not receive Phase II payment.
- VI. Phase II payments shall not be subject to coverage under long-term disability or workmen's compensation insurance.
- VII. Phase II payments shall be made in November, February and May upon receipts of the Phase II money from the state. In the event the Phase II payment from the state is reduced, then the payment to the teaching personnel shall be adjusted accordingly.
- VIII. Phase II payments shall be paid in a separate check than the regular monthly check and shall be paid within one week of receipt of the money from the state.
- IX. FICA and IPERS shall be deducted from the Phase II payment in accordance with the law.
- X. Phase II payment shall not be considered a portion of salary under the Early Retirement Policy.
- XI. In the event an employee or the Association believes that the terms of this covenant have not been administered appropriately, then the employee may appeal to the Superintendent of Schools for a review of the employee's complaint. If the complaint remains unresolved, or is not settled to the employee's satisfaction for a period of ten (10) days after the review by the Superintendent, then the employee may appeal the complaint to an arbitrator whose name shall be selected by lot from a list of five names supplied by the Public Employment Relations Board. The arbitrator will hold a hearing, the cost to be shared equally by the District and the Association, and the decision will be binding. The arbitrator shall have no authority to amend or change the covenant. The arbitrator's authority shall be limited to determining whether the parties have adhered to the terms of the agreement.

DIRECT DEPOSIT AGREEMENT

This agreement is made between the PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT ("District") and the PLEASANT VALLEY EDUCATION ASSOCIATION ("PVEA").

Whereas, employees covered under the terms and conditions of the Master Contract between the District and the PVEA desire direct deposit services; and

Whereas, the District is able to provide direct deposit services; and

Whereas, the District would violate certain terms and conditions of the 1994-95 Master Contract by providing direct deposit services; and

Whereas, Paragraph 14.3 of the above referenced Master Contract allows the parties thereto to modify said agreement in a writing executed by both parties;

Therefore, the District and the PVEA mutually agree to the terms and conditions of this agreement as follows:

1. Term of Agreement. This agreement shall be effective as of the 1st day of March, 1995, and shall continue until the 30th day of June, 1995. Unless terminated as provided hereafter, this agreement shall automatically renew from year to year thereafter. This agreement may be terminated by either party at any time by giving written notice of such termination to the other party. Such termination shall be effective ninety (90) days from the date of notice to the other party, unless agreed otherwise by the parties.
2. Responsibilities of the District. The District agrees to provide direct deposit services subject to:
1) the capability of the District's payroll and financial accounting systems; 2) the terms and conditions set forth by the provider of direct deposit services to be selected by the District; and 3) the terms and conditions of this agreement as expressly provided unless agreed otherwise by the parties. The District reserves the right to amend or terminate this agreement with thirty (30) days notice to the PVEA if the District can no longer perform direct deposit payroll services due to circumstances beyond the District's control.
3. Responsibilities of the PVEA. The PVEA agrees to abide by the terms and conditions of this agreement as expressly provided unless agreed otherwise by the parties.
4. Direct Deposit Authorization. Any employee who is governed by the PVEA master contract will sign and deliver to the Business Office an authorization for direct deposit payroll services on a form provided by the District. An employee may only elect to deposit their entire net pay to one (1) account at one (1) bank without exception. All authorizations must be complete and correct, including but not limited to, verification of the employee's bank account number and the employee's bank ABA routing number. The District reserves the right to reject any authorization deemed to be incomplete or incorrect, in part or in whole. All authorizations will be processed during the months of March and September if authorization is received before the first day of each of said months. Such authorization may be revoked upon thirty (30) days.

written notice to the Business Office. No employee may change the authorization for direct deposit payroll services during any other time.

5. Bank or Financial Institution. Unless otherwise provided herein, bank means bank, savings and loan, credit union, or other financial institution. No employee may authorize direct deposit payroll services to a bank who does not have an ABA routing number through the Automated Clearing House (ACH).
6. Payroll Processing. Pursuant to Article 11.6 of the 1994-95 master contract for payment of wages and salaries, all payroll documents must be received for payroll processing on or before the fifteenth (15th) of the month in which payment is to be made, except when a pay date falls on or during a holiday or weekend, at which time the District may select an earlier cutoff date. Upon implementation of direct deposit payroll services and subject to the terms and conditions of the provider of direct deposit payroll services, all payroll documents must be received on or before the seventh (7th) of the month in which payment is to be made. The District reserves the right to change the payroll processing cutoff date with three (3) days notice to the building supervisor or principal. Employees will continue to receive payment of wages and salaries according to Article 11.6 of the 1994-95 master contract.
7. Changes Affecting 1994-95 Master Contract. In addition to the terms and conditions of this agreement as stated herein, the PVEA further agrees to change any dates or timelines as stated in the 1994-95 Master Contract in order to comply with the terms and conditions set forth in this agreement. Said dates and timelines include, but are not limited to:

Article 2.3 - Dues Deductions. Change authorization for said deduction from the fifteenth (15th) to the seventh (7th).

Article 11.52 - Wages and Salaries. Change evidence of completion of accredited course from September 10 to September 7.
8. Initial Implementation Date. Upon mutual agreement to the terms and conditions of this agreement as evidenced by the authorized signatures of the parties, the District will acquire the services of a direct deposit service provider, request direct deposit authorization forms from employees, procure all necessary reporting forms, and subsequently implement direct deposit payroll services within a reasonable time frame.
9. Liability and Errors. Any errors regarding direct deposit services shall be immediately reported to the Business Office. It shall be the responsibility of the employee to immediately report errors to the District's provider of direct deposit services upon determination that the error(s) were not caused by the District. The PVEA agrees to hold the District harmless against any claims or liability arising out of the operation of this agreement, excepting any claims or liability resulting from errors of the District.
10. Entire Agreement. This agreement constitutes the entire agreement between the parties and any modifications to this agreement shall be in writing and may be made at any time and duly executed by both parties hereto unless otherwise provided herein.

11. Governing Law. This agreement shall be governed by the laws of the State of Iowa.

3/6/95

Gordon Muller

Pleasant Valley Education Association

3/6/95

Terry Haut, CFO

Pleasant Valley Community School District

EXHIBIT E

INTEREST BASED LEVEL II WAIVER

The undersigned grievant and involved supervisor(s) hereby voluntarily exercise their right to utilize an Interest-Based Alternative Grievance Procedure (Hereafter "GRT Procedure") to attempt to resolve their dispute arising under Article 8.2 (Employee Rights) OR Article IV (Teacher Evaluation Procedures) of the master contract. In addition to opting for the GRT Procedure, the undersigned parties state as follows:

1. I have voluntarily elected to submit this grievance to the GRT process.
2. My participation in this process will not give rise to any claims whatsoever against other participants in the process.
3. I understand that should "assistance from" the grievance resolution team fail to resolve this matter at Level II, the grievant may appeal the matter to arbitration pursuant to Article III of the master contract, subject to the approval of Pleasant Valley Education Association.

Date

Supervisor

Grievant

Supervisor

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

Between

**The Pleasant Valley Community School District
and
The Pleasant Valley Education Association**

RE: Seniority Calculations

Both the Pleasant Valley Community School District and the Pleasant Valley Education Association recognize that there have been minor miscalculations in seniority for a few certified staff members that have taught split assignments. The undersigned parties agree with the following items:

- Affected individuals have been contacted and agree with any changes made.
- The Pleasant Valley Community School District Certified Personnel Seniority List for 2000-2001 has been corrected to the best of both parties' ability. The seniority indicated on the 2000-2001 seniority list shall serve as the foundation for all future calculations.
- Seniority is granted according to job classification and time in a particular position. Actual contract language states: One year of $\frac{1}{2}$ time equals $\frac{1}{2}$ time seniority. Other fractions shall be treated in a like manner. From this time forward, master contract language will be applied to reflect the actual fraction of time worked within each separate classification/department. At no time shall any individuals total seniority granted for a year exceed his/her actual FTE for that year.

Signed this day, February 6, 2001.

Pleasant Valley Community School District
Association

Pleasant Valley Education

Dale Barber, Superintendent

Kevin Hatfield, PVEA President

Jim Spelhaug, Assistant Superintendent
Representative

Cathi Betts, PVEA

Lynette Claeys, UniServ Director

MEMORANDUM OF UNDERSTANDING

Between

**The Pleasant Valley Community School District
and
The Pleasant Valley Education Association**

**Pleasant Valley Community School District
Health Benefit Reserve Policy**

The following policy is effective for the fiscal year beginning July 1, 2003 for the Medical Benefit Plan rates that become effective April 1, 2003 and the Dental Benefit Plan rates that become effective July 1, 2003.

The Pleasant Valley Community School District establishes this funding policy as a financial strategy for the orderly accumulation of assets in a fund so the Medical and Dental Benefit plans can meet obligations, provide protection for anticipated cost increases, and adhere to accounting policies and applicable governmental regulations.

Medical

The target reserve amount will be set at an amount equal to six (6) months of the estimated maximum annual plan year costs. As long as the reserve maintains the five (5) months cost level, the District will agree to use the expected annual claims total to establish rates for the medical plan. If both parties mutually agree, the medical plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the medical insurance plan.

Amounts in excess of the six (6) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the reserve fund balance not be sufficient to cover five (5) months of estimated maximum annual plan costs, the District's Medical Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the six (6) month level. This calculation will be done based on the reserve level January 31st of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning April 1.

Dental

The target reserve amount will be set at an amount equal to the two (2) months of the estimated maximum annual plan year costs. As long as the reserve maintains the one and one-half (1.5) months cost level, the District will agree to use the expected annual claims total to establish rates for the dental plan. If both parties mutually agree, the dental plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the dental insurance plan.

Amounts in excess of the two (2) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the dental reserve fund balance not be sufficient to cover one and one-half (1.5) months of estimated maximum annual dental plan costs, the District's Dental Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the two (2) month level. This calculation will be done based on the reserve level January 31st of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning July 1.

Following the above guidelines, The District will place the entire excess (surplus), if any, of medical and dental benefit funding over the actual medical and dental insurance expenses for each fiscal year into the applicable medical or dental insurance reserve fund. It will be considered a permitted activity for surplus reserve funds to be utilized from the medical fund to assist the dental fund and surplus reserve funds from the dental fund to assist the medical fund for their respective funding rate.

Single medical and dental insurance coverage will continue to be paid by the District at 100% of the costs for its eligible employees. Employees will pay the following percentage of the family medical and dental rates (premium equivalent):

7%	2003-04 Plan Year Rate
8%	2004-05 Plan Year Rate
9%	2005-06 Plan Year Rate
10%	2006-07 Plan Year Rate

These employee contributions would be withheld from their paychecks. The employee contributions (and future rate changes) will begin with the first pay period within each employee's new contract year.

In the event that the District employs a husband and a wife and both are eligible for health benefits, the following provisions will apply:

A husband and wife with no dependents will be provided separate single coverage policies.

A husband and wife with dependents will be provided with one family coverage policy with the exception that no employee contribution will be required.

The status of the medical and dental insurance reserves will be shared on a regular basis during scheduled IBB meetings.

Signed this day, May 12, 2003.

Pleasant Valley Community School District
Association

Pleasant Valley Education

James Spelhaug, Assistant Superintendent

Jean Rittmer, PVEA President

Mike Clingingsmith, Chief Financial Officer

Cathi Betts, PVEA Representative

Lynette Claeys, UniServ Director